

ELECTRONIC POLITICAL AND ISSUE ADVERTISING PUBLIC INSPECTION FILE CHECKLIST

This checklist must be completed for each federal, state, and local <u>political ad</u> or federal or state <u>issue</u> <u>ad</u> buy. These items must be placed in the station's Public Inspection File as soon as possible after they are available, and they must be maintained in the station's Public Inspection File for 2 years.

Candi	Agreement (BPMHL-P3 or NAB PB- Original contract showing requested time (when available) Updated contracts as order changes. Invoice of schedule as actually broade		DCCC 10/25/12-10/29/12				
candio	late, a separate checklist must be			10/2	5/12-10/29/1	12	
comp	eted for each Hight)					<u>Initials</u>	
1.	Executed Political/Issue Advertising Agreement (BPMHL-P3 or NAB PB-17	")		Date:	10/24/12	(BR)	
2.	-			Date:	10/23/12	BR	
3.	Updated contracts as order changes.			Date:			
4.				Date:	10/28/12	(RP)	
			Check	list Com	pleted:		
		By:					
		Date:					
		Date:					

AGREEMENT FORM FOR NON-CANDIDATE/ISSUE ADVERTISEMENTS

Station and Lecation:	
I, Sarah Levere do hereby request station time concerning the fo	llowing issue:
Time of Day, Broadcast Rotation or Days Length Package	Class Times per Number Week of Weeks
ASDADE	PED
Total Charges:	
This broadcast time will be used by: Demo	committee
Does the programming (in whole of message relating to any political r	r in part) communicate "a
Yes Yes	□ No

Copyright © 2011 by the National Association of Broadcasters. May Not Be Copied, Reproduced, or Further Distributed.

1

For programming that "communicates a message importance," list the name of the legally qualifie office(s) being sought and the date(s) of the elec-	d candidate(s) the programming refers to, the
For programming that "communicates a message importance," attach Agreed Upon Schedule (Page	relating to any political matter of national 3)
I represent that the payment for the above descri	
Democratic Congress 430 south captor st. Washington, or 200	i'onal Campaign committee
and you are authorized to announce the time as pa furnishing the payment, if other than an individua	id for by such person or entity. The entity
a corporation; a committee; an ass	ociation; \square or other unincorporated group.
The names, offices, and addresses of the chief exe agents of the entity are named below (may be atta KI) Shiemann Chief OF THIS STATION DOES NOT DISCRIMINATE OF RACE OR ETHNICITY IN THE PLACMENT	ched separately): PROPERMIT DISCRIMINATION ON THE BASIS
I agree to indemnify and hold harmless the station for reasonable attorney's fees, that may ensue from the beadvertisement(s). For the above-stated broadcast(stranscript, or tape, which will be delivered to the station for tape.	oadcast of the above-requested
before the time of the scheduled broadcasts.	ration at least
TO BE SIGNED BY ISS	UE ADVERTISER
4119111 XYTO MINE	202 338 8700
·	Contact Phone Number
TO BE SIGNED BY STAT	ION REPRESENTATIVE
Accepted Accept	ed in Part Rejected
Brian Roughler Brian Ro	ughter Usy
Copyright © 2011 by the National Association of Broadcasters. May Not B	Copied. Reproduced, or Further Distributed.

AGREED UPON SCHEDULE

For All Issue Advertisements That Communicate a Message Relating to Any Political Matter of National Importance

Broadcast Length	Time of Day, Rotation or Package	Days	Class	Times per Week	Number of Weeks
	58	20	FR.	ED.	

Total Charges

AFTER AIRING OF BROADCASTS:

Attach invoices or Schedule Run Summary to this Form showing:

- (1) actual air time and charges for each spot;
- (2) the date(s), exact time(s) and reason(s) for Make-Good(s), if any; and
- (3) the amount of rebates given (identify exact date, time, class of broadcast and dollar amount for each rebate), if any.

Note: Because the FCC requires that the political file contain the actual times the spots air, that Information should be included in the file as soon as possible. If that information is only generated monthly, the file should include the name of a contact person who can provide the times that specific spots aired.

\$8,350.00

8

CONTRACT



WTAE 400 Ardmore Blvd. Pittsburgh, PA 15221 (412)242-4300

And:

Great American Media 3050 K St NW Washington, DC 20007

Contract / Revision Alt Order # 07915006 966885 Product DCCC-DEM CNGRS CMPG Contract Dates Estimate # 10/25/12 - 10/29/12 2112 Original Date / Revision <u>Advertiser</u> 10/23/12 10/23/12 Democratic Congressional Campaign Comm Billing Calendar Cash/Trade Billing Cycle EOM/EOC Broadcast Cash Station Account Executive Sales Office Eagle-Philadelp WTAE Bob Cain Special Handling Demographic Adults 35+ IDB# Advertiser Code Product Code 8091 11 Agency Ref Advertiser Ref

Totals

Spots/ Start/End Time Days Length Week Rate Type Spots Amount *Line Ch Start Date End Date Description Live with Kelly 9-10am :30 NM \$325.00 WTAE 10/25/12 10/26/12 End Date Weekdays Spots/Week Rate Start Date \$325.00 Week: 10/22/12 10/28/12 ---TF--1 RACHEL RAY DAY M-F 10AM-11AN :30 NM 1 \$325,00 WTAE 10/25/12 10/26/12 Start Date **End Date** Weekdays Spots/Week <u>Rate</u> \$325.00 Week: 10/22/12 10/28/12 --TF--1 11am-noon :30 NM \$500.00 WTAE 10/25/12 10/29/12 The View Weekdays **End Date** Spots/Week Rate Start Date \$500.00 Week: 10/25/12 10/31/12 M--TF--1 :30 NM \$300.00 Chirs Matthews Sun 11-1130am 1 WTAE 10/28/12 10/28/12 **End Date** Weekdays Spots/Week Rate Start Date ----5 \$300.00 Week: 10/22/12 10/28/12 WTAE 10/25/12 10/29/12 5-6am News 5 - 6am :30 NM \$650.00 Spots/Week Start Date **End Date** Weekdays Rate Week: 10/25/12 10/31/12 M--TF--\$650.00 :30 NM WTAE 10/28/12 10/28/12 Sun 8-10am News 8-10am 1 \$550.00 End Date Spots/Week Start Date Weekdays Rate Week: 10/22/12 10/28/12 \$550.00 1 WTAE 10/25/12 10/29/12 Inside Edition 7-7:30pm :30 NM \$1,200.00 Start Date **End Date** Weekdays Spots/Week Rate Week: 10/25/12 10/31/12 M--TF-\$1,200.00 Thur ABC Prime C :30 NM \$4,500.00 WTAE 10/25/12 10/25/12 10-11pm 1 **End Date** Spots/Week Start Date Weekdays Rate Week: 10/22/12 10/28/12 ---T---1 \$4,500.00

Time Period	# of Spots	Gross Amount	Net Amount		
10/01/12 -10/28/12	6	\$6,650.00	\$5,652.50		
10/29/12 -10/29/12	2	\$1,700.00	\$1,445.00		
Totals	8	\$8,350.00	\$7,097.50		

(* Line Transactions: N = New, E = Edited, D = Deleted)

Notwithstanding to whom bills are rendered, advertiser, agency and service, jointly and severally, shall remain obligated to pay to station the amount of any bills rendered by station within the time specified and until payment in full is received by station. Payment by advertiser to agency or to service or payment by agency to service, shall not constitute payment to station. Station will not be bound by conditions, printed or otherwise, on contracts, insertion orders, copy instructions or any correspondence when such conflict with the above terms and conditions. Four weeks advance cancellation notice is required unless otherwise



WTAE 400 Ardmore Blvd. Pittsburgh, PA 15221 (412)242-4300

	Contract / Revision 966885 /	Alt Order # 07915006			
Contract Dates 10/25/12 - 10/29/12	Product DCCC-DEM CNGRS	Estimate # CM2112			
Advertiser Democratic Congress		riginal Date / Revision 10/23/12 / 10/23/12			

Signature:	Date:

(* Line Transactions: N = New, E = Edited, D = Deleted)

Notwithstanding to whom bills are rendered, advertiser, agency and service, jointly and severally, shall remain obligated to pay to station the amount of any bills rendered by station within the time specified and until payment in full is received by station. Payment by advertiser to agency or to service or payment by agency to service, shall not constitute payment to station. Station will not be bound by conditions, printed or otherwise, on contracts, insertion orders, copy instructions or any correspondence when such conflict with the specified.

TERMS AND STANDARD CONDITIONS FOR PURCHASE OF BROADCAST ADVERTISING

The person, firm or other business entity ("Agency") contracting to purchase broadcast advertising time on behalf of the advertiser named on the face of this contract ("Advertiser") and the station accepting this contract ("Station") hereby agree that this contract shall be governed by the following conditions and terms:

1. BILLING AND PAYMENTS

- (a) Station will, from time to time at intervals following broadcasts hereunder, bill Agency on behalf of Advertiser at address on the face hereof. Agency shall pay Station thereon at address on bill on or before the 15th day of each month following that in which broadcast occurred or on such other date as may be specified in the invoice.
- (b) Except where this contract is made directly with the Advertiser described on the face of this contract, it is understood that Agency makes this contract both for itself and as agent for the Advertiser and that Agency agrees, on behalf of the Advertiser and of itself, that Agency and Advertiser are and shall be jointly and severally liable for all payments to be made by agency to Station and for all obligations undertaken to be performed by Agency.

2. TERMINATION

- (a) Unless otherwise specified on the face hereof, either party may erminate this contract, without cause, upon giving the other party at least 28 days prior notice provided that, if notice is given by Agency, termination shall not be effective until after two (2) weeks of broadcasting hereunder. If Agency so terminates this contract, it shall pay Station at the earned rate for all broadcasts pursuant to this contract through the effective date of termination.
- (b) Station may, upon notice to Agency, terminate this contract at any time; (i) upon material breach by Agency; (ii) if Station fails to receive timely payment on billing; or (iii) if Advertiser's or Agency's credit is, in Station's reasonable opinion, impaired. Upon such termination, all unpaid accrued charges hereunder shall immediately become due and payable. The Agency's only liability shall be to pay for telecasts completed hereunder prior to cancellation by Station.
- (c) Agency may, upon notice to Station, terminate this contract at any time upon material breach by Station. Upon such termination, the Station's only liability shall be to pay as liquidated damages a sum equal to the lesser of the following: (i) the actual noncancellable out-of-pocket costs necessarily incurred by Agency in performance of this contract through date of such termination, or (ii) the total which would be due to Station hereunder if, on the date on which Agency gives notice of cancellation, Station had given notice of termination pursuant to Paragraph 2(a) effective at the earliest date permitted thereunder
- (d) Neither party shall have any liability to the other upon termination pursuant to this Paragraph 2, except as provided in this Paragraph 2 and Paragraph 7.

3. OMISSION OF BROADCAST

If, as a result of an act of God, force majeure, public emergency, labor dispute, restriction imposed by law or governmental order, mechanical breakdown, or where necessary to enable the Station to comply with the Communications Act of 1934, as amended, to satisfy the "reasonable access" and/or "equal opportunity" requirements for certain political candidates, or any other similar or dissimilar cause beyond the Station's reasonable control. Station fails to broadcast any or all of the announcement(s) or programs to be broadcast hereunder, Station shall not be in breach hereof, but Agency shall be entitled to an adjustment as follows: (i) if no part of a scheduled broadcast is made, a later broadcast shall be made at a reasonable substitute date and time, and Agency shall continue to pay full charge. The foregoing shall not deprive Agency of the benefit of any discounts which it would have earned hereunder if the broadcast had been made in its entirety.

4. PREEMPTIONS

Station shall have the right to cancel any broadcast or portion thereof covered by this contract in order to broadcast any program or event which, in the Station's sole discretion, it deems to be of greater public interest or significance. Station may also recapture time previously sold when necessary to comply with its obligations to make available reasonable access and/or "equal opportunities" to certain puliticul conditions under the Communications Act or 1994, as amended. Station will notify Agency of such cancellation as promptly as reasonably possible, if the parties cannot agree upon a satisfactory substitute date and time, the broadcast so preempted shall be deemed canceled without affecting the rate, discounts or rights provided under this contract, except that Agency will not have to pay Station any charges allocable to the canceled broadcast.

5. FIXED RATE PURCHASES

Notwithstanding the provisions of Paragraphs 3 and 4 above, unless the omitted or preempted announcement was purchased as a single buy or at a fixed (i.e., not a preemptible) rate, and it is so indicated on the face of this contract. Station may preempt at its sole discretion for any reason. In the event of preemption or omission, unless otherwise agreed to by Station, Agency shall continue to pay the full charge (no credit or refund will be given) but Agency shall be accorded another announcement at a reasonably satisfactory substitute date and time, at no additional charge therefor

. AGENCY MATERIAL

All commercial materials (if so specified on the face of this contract, all program materials, including talent) shall be furnished by Agency and delivered to Station at Agency's sole cost and expense. Agency shall deliver all materials not less than 48 hours (exclusive of Saturdays, Sundays and holidays) in advance of broadcast. All materials furnished by Agency (i) shall not be contrary to the public interest, (ii) shall conform to the Station's hen existing program and operating policies and quality standards, and (iii) are subject to Station's prior approval and continuing right to reject or to cause Agency to edit such materials. Station will not be liable for loss or damage to Agency's material or, even if accepted by Station, for communications from others

If Agency requests within 30 days of last broadcast hereunder. Station will, at Agency's expense, return Agency material to Agency. If Agency does not so request. Station has the right to dispose of all Agency material any time after 60 days following the last broadcast hereunder.

7. INDEMNIFICATION

Agency and Advertiser will jointly and severally indemnity and hold harmless Station from and against all claims, demands, debts, obligations or charges (including reasonable attorney fees and disbursements) which arise out of or result from the broadcast, preparation for broadcast or contemplated broadcast of materials furnished by or on behalf of Agency and/or Advertiser or furnished by Station at Agency's request for use in connection with Agency's or Advertiser's commercial material, and Station will similarly indemnify and hold harmless Agency and Advertiser with respect to all materials furnished by Station. The indemnitee shall promptly notify and cooperate with the indemnitor with respect to any claim. The provisions of this paragraph shall survive the termination or expiration of this contract.

8. CONSEQUENTIAL DAMAGES

Agency and Station hereby agree that consequential damages resulting from any breach of this contract, pursuant to Paragraph 2, or any omission of broadcast, pursuant to Paragraph 3 or any preemption of broadcast, pursuant to Paragraph 4 are speculative and neither Agency not Station shall be held liable for any consequential damage exclusion provision is an allocation of risk separate and apart from provisions specifying or limiting either Agency's or Station's remedies for breach

GENERAL

station will broadcast the announcements and programs covered by this contract on the dates and at the approximate hourly times provided on the

face hereof

- (b) The Station shall exercise normal precautions in handling of property and mail, but assumes no liability for loss or damage to program or commercial materials and other property furnished by the Agency in connection with broadcasts hereunder. The Station will not accept or process mail, correspondence, or telephone calls in connection with broadcasts except after its prior approval.
- Agency is acting as agent for a disclosed principal (i.e., the Advertiser named on the face hereof) and Agency will act as agent for making payment on all billings hereunder. However, Agency shall be primarily liable for the Advertiser's payment of sums due hereunder and Station shall look initially to Agency for the payment thereof unless and until Agency fails to timely remit payment or becomes insolvent. Advertiser shall be liable to Station and not to agency on all unpaid billings for services rendered by Station hereunder (excluding advertising agency commissions), but only to the extent that Advertiser has not theretofore made payment to the Agency thereon, and to the extent that Advertiser has theretofore made payment to the Agency thereon, which is a third party monies which may be or become payable by Advertiser or Agency, or that Agency was in danger of becoming insolvent; or (ii) after receiving notice (together with a current statement of account) from Station that Agency is seriously delinquent under this or any other advertising agreement(s) between Station and Agency be failing to make payment on billings within 45 days after the end of the month in which service is provided thereunder. Nothing the rein contained relating to the payment of billings by Agency shall be construed so as to relieve Advertiser of, or diminish Advertiser's liability for breach of its obligations hereunder. It this contract is with a media buying service, all references herein to Agency shall apply to the media buying service. If this contract is made directly with Advertiser, references herein to Agency shall apply to Advertiser except that in such case no commission will be allowed.
- (d) Agency shall not assign this contract except to another agency which succeeds to its business of representing Advertiser and provided such other agency assumes all its obligations hereunder. Advertiser may, upon notice to Station, change its agency and only the successor agency shall be entitled to commissions, if any, on billings for broadcasts thereafter. Station is not required to broadcast hereunder for the benefit of any person other than Advertiser, or for a product or service other than that named on the face hereof.
- (e) This contract contains the entire understanding between the parties, cannot be changed or terminated orally, and shall be construed in accordance with the laws of the State of New York, and with the Communications Act of 1934, as amended, and with the rules and regulations of the FCC issued pursuant thereto. When there is any inconsistency between these standard conditions and a provision on the face hereof, the latter shall govern. Failure of either party to enforce any of the provisions hereof shall not be construed as a general relinquishment or waiver of that or any other provision. All notices hereunder (except for notices under Paragraph 4) shall be in writing, given only by prepaid telegram or mail, addressed to the other party at the address on the face hereof, and shall be deemed given on the date of dispatch.

[For additional information relating to political advertising, Agencies and Advertisers are encouraged to request a copy of the Station's current political advertising disclosure statement.]

INVOICE



WTAE 400 Ardmore Blvd. Pittsburgh, PA 15221 Main: (412)242-4300

Main: (412)242-4300 Billing: (781)433-4283

www.thepittsburghchannel.com

Billing Address:

Great American Media Attention: Accounts Payable 3050 K St NW Washington, DC 20007

Send Payment To: WTAE

P.O. Box 26887 Lehigh Valley, PA 18002-6887

	Inv	ice#		Invoice Date	Invoice M	lonth	Invoice Period			
	966			10/28/12 October 2012		2012	10/01/12 - 10/28/12			
				ount Executive Sales O						
	Sta					Sales Offi	<u>ce</u>	Sales Region		
	WT	AE	Bob	Cain	Eagle-Phil		adelp	adelph National		
Adverti	ser			Produ	ict		Estim	ate Number		
Demo	rati	Congression	nal	DCCC	C-DEM CN	GRS CMPG	2112			
			Flight Dates C		Order#		Alt Order#			
			10/25/12 - 10/	29/12	966885		07915006			
						Billing Type		ID1#		
					Iling Calendar E		l	Deal #		
				Broadcast		Cash				
				Special Hand	ling					
								15		
				IDB#	Advertiser C			Product Code		
				8091	11			14		
				Agency Ref	Janey Pof		Advertiser Ref			
				MACHE A LIGHT		Muveriliaci I/CI				

Line Start Date End Date Description Start/End Time	Spots/ MTWTFSS Length Week Rate Type
1 10/25/12 10/26/12 Live with Kelly 9-10am	TF :30 1 \$325.00 NM
Weeks: Start Date End Date MTWTFSS Spots/Week 10/22/12 10/28/12TF 1 Spots: # Ch Day Air Date Air Time Description	Rate \$325.00 Start/End Time Length Ad-ID Rate Type
1 WTAE F 10/26/12 9:29 AM Live with Kelly	9-10am :30 D3C12PA12T07H \$325.00 NN
2 10/25/12 10/26/12 RACHEL RAY DAY M-F 10AM-11AM	TF :30 1 \$325.00 NM
Weeks: Start Date End Date MTWTFSS Spots/Week 10/22/12 10/28/12TF 1 Spots: # Ch Day Air Date Air Time Description 1 WTAE F 10/26/12 10:14 AM RACHEL RAY DAY	Rate \$325.00 \$325.00 Start/End Time Length Ad-ID Rate Type N-F 10AM-11AM :30 D3C12PA12T07H \$325.00 NN
4 10/28/12 10/28/12 Chirs Matthews Sun 11-1130am	s :30 1 \$300.00 NM
Weeks: Start Date End Date MTWTFSS Spots/Week 10/22/12 10/28/12S 1 Spots: # Ch Day Air Date Air Time Description 1 WTAE Su 10/28/12 11:26 AM Chirs Matthews Sun	Rate \$300.00 Start/End Time Length Ad-ID Rate Type 11-1130am :30 D3C12PA12T07H \$300.00 NM
5 10/25/12 10/29/12 5-6am News 5 - 6am	MTF :30 1 \$650.00 NM
Weeks: Start Date 10/25/12 End Date Indicated MTWTFSS Spots/Week Indicated Mn-TF Spots/Week Indicated Indicated Mn-TF 1 Spots: # Ch Day Air Date Air Time Description Indicated Indic	Rate \$650.00 Start/End Time Length Ad-ID Rate Type 5 - 6am :30 D3C12PA12T07H \$650.00 NM
6 10/28/12 10/28/12 Sun 8-10am News 8-10am	s :30 1 \$550.00 NM
Weeks: Start Date 10/22/12 End Date PMTWTFSS Spots/Week 10/28/12 Spots/Week 1 Spots: # Ch Day Air Date Air Time Description 1 Description News	Rate \$550.00 Start/End Time Length Ad-ID Rate Type 8-10am :30 D3C12PA12T07H \$550.00 NM
8 10/25/12 10/25/12 Thur ABC Prime C 10-11pm	T :30 1 \$4,500.00 NM
Weeks: Start Date 10/22/12 End Date 10/28/12 MTWTFSS Spots/Week 10/28/12 Spots/Week 10/28/12 Spots: # Ch Day Air Date Air Time Description 1 1 WTAE Th 10/25/12 10:40 PM Thur ABC Prime C	Rate \$4,500.00 \$tart/End Time Length Ad-ID Rate Type 10-11pm :30 D3C12PA12T03H \$4,500.00 NM

INVOICE



Send Payment To: WTAE P.O. Box 26887 Lehigh Valley, PA 18002-6887

Invoice # Invoice Date Invoice Month Invoice Period 966885-1 10/28/12 October 2012 10/01/12 - 10/28/12

Product Estimate Number

Advertiser Democratic Congressional DCCC-DEM CNGRS CMPC 2112

Line	Start Date	End Date	Description	Start/End Time	MTW	TFSS	Length	Spots/ Week	Rate	Туре	
8	10/25/12	10/25/12	Thur ABC Prime C	10-11pm		т	:30	1	\$4,500.00		
						otal Spots		6			
Payment Terms 30 Days									Gross Tota	Į	\$6,650.00
гау	mentie	erms 30	Days					<u>Agend</u>	cy Commission	<u>1</u>	\$997.50
								N	et Amount Due	2	\$5,652.50